

EXHIBIT B

From: [James Sheppard](#)
To: david.liskutin@gmail.com
Cc: info@kiwi.com; pr@kiwi.com
Subject: Third Cease and Desist (Southwest Airlines)
Date: Wednesday, August 28, 2019 10:08:00 PM
Attachments: [image003.png](#)
[image002.jpg](#)
[image004.png](#)

David,

I am a Senior Attorney in the General Counsel Department at Southwest Airlines. I understand that you are the Chief Legal Officer of Kiwi.com. We have previously sent cease and desist letters to your company (see below). We continue to see that your company, Kiwi.com, that is advertising and selling Southwest's fares on its website. By selling Southwest fares (with our trademarked logos) on your Kiwi.com website, this gives rise to (1) trademark infringement claims and (2) a violation of the terms and conditions of Southwest's website (the "Southwest Terms").

In addition, by posting Southwest fare and price information, Kiwi.com has also violated the Southwest Terms. Because Southwest has not granted Kiwi.com with access or permission to publish its flight or fare data, there are numerous violations of the Southwest Terms that include: (1) using the Southwest Website for or in connection with offering any third-party product or service; and/or (2) using automated tools or robots to obtain fare or pricing information from the Southwest Website.

Southwest has successfully forced other companies, whether foreign or domestic, to cease similar unlawful conduct with respect to unauthorized use of the Southwest Registrations and/or the Southwest Website. *See, e.g., Southwest Airlines Co. v. Farechase, Inc.*, 318 F.Supp.2d 435 (N.D. Tex. 2004).

Southwest repeats its prior demand that Kiwi.com immediately cease and desist from (1) extracting Southwest's flight and fare information from the Southwest Website and its proprietary servers or websites; (2) publishing Southwest fare information on the Kiwi.com website, through its mobile applications or elsewhere; and (3) use of Southwest Registrations, including our famous "Heart" logo, in violation of U.S. copyright law.

Within seven (7) days of receipt of this e-mail, please confirm by written correspondence that you will immediately cease and desist, and will otherwise fully comply with the demands made herein. Please let me know if you have any questions and kindly direct any future communications regarding this matter to my attention.

The screenshot shows the Kiwi.com website interface. At the top, there's a navigation bar with links like 'Travel', 'Rooms', 'Cars', 'Holidays', and 'Stories'. Below this, a search bar shows the route 'Dallas' to 'Lubbock LBB' for 'Thu Sep 19'. The search results are displayed in a list format. The first three results are American Airlines flights for \$145. The fourth result is a Southwest Airlines flight for \$146, which is expanded to show a detailed breakdown of the journey. This breakdown includes a departure from Dallas (DAL) at 8:00 AM and an arrival at Lubbock (LBB) at 9:05 AM, with a duration of 1h 05m. The Southwest Airlines logo is prominently displayed in the breakdown. At the bottom of the breakdown, there are buttons for 'Save', 'Share', and 'Book for \$146'.

From: James Sheppard <James.Sheppard@wnco.com>

Sent: Monday, September 17, 2018 10:52 PM

To: info@kiwi.com

Cc: pr@kiwi.com

Subject: Second Cease and Desist (Southwest Airlines)

To Whom It May Concern:

I am a Senior Attorney in the General Counsel Department at Southwest Airlines Co. ("Southwest"). This is our second cease and desist notice to your company, Kiwi.com, that is advertising and selling Southwest's fares on its website. By selling Southwest fares (with our trademarked logos) on your Kiwi.com website, this gives rise to (1) trademark infringement claims and (2) a violation of the terms and conditions of Southwest's website (the "Southwest Terms")

This is our second cease and desist letter requesting that Kiwi.com (or related websites, such as Skypickers.com) stop the use of our trademark images and display of our fares in violation of the Southwest Terms.

As you know, Southwest is the owner of numerous federal trademark registrations, including our famous "Heart" logo, each of which cover either transportation services by air or travel agency services by computer in connection with air

transportation services (the “Southwest Registrations”). The Southwest Registrations, including our famous “Heart” logo, provide Southwest with the exclusive right to use the exclusive marks, along with the right to exclude third parties – such as Kiwi.com – from unauthorized use of the marks. Here, as shown below, the Kiwi.com website is using Southwest’s name, trademarks, and copyrighted “Heart” logo on its website:

The screenshot shows the Kiwi.com flight search results for a route from Dallas to Amarillo. The interface includes a search bar with 'From: Dallas' and 'To: Amarillo AMA'. Below the search bar, there are filters for 'Departure: Wed Sep 19 - Thu Oct 18' and 'Return: No return'. A 'Create Price Alert' button is visible. The results are displayed in a table with columns for 'Recommended', 'Cheapest', and 'Fastest'. Two flight options are listed, both priced at \$116 and lasting 1h 05m. Both flights are operated by Southwest Airlines, departing from Dallas (DAL) to Amarillo (AMA) on Tuesday, October 2nd and Tuesday, October 9th.

Recommended	Cheapest	Fastest
\$ 116 1h 05m	\$ 116 1h 05m	\$ 116 1h 05m
\$ 116	\$ 116	\$ 116
Southwest Airlines	Southwest Airlines	Southwest Airlines
8:15 PM - 9:20 PM	8:15 PM - 9:20 PM	8:15 PM - 9:20 PM
Tue Oct 2	Tue Oct 2	Tue Oct 2
Dallas (DAL) → Amarillo (AMA)	Dallas (DAL) → Amarillo (AMA)	Dallas (DAL) → Amarillo (AMA)
1h 05m	1h 05m	1h 05m
\$ 116	\$ 116	\$ 116
Southwest Airlines	Southwest Airlines	Southwest Airlines
4:45 PM - 5:55 PM	4:45 PM - 5:55 PM	4:45 PM - 5:55 PM
Tue Oct 9	Tue Oct 9	Tue Oct 9
Dallas (DAL) → Amarillo (AMA)	Dallas (DAL) → Amarillo (AMA)	Dallas (DAL) → Amarillo (AMA)
1h 10m	1h 10m	1h 10m

It is clear, then, that Kiwi.com’s unauthorized use of our famous “Heart” logo is a willful infringement of the Southwest Registrations and violation of U.S. copyright laws. Because Kiwi.com has used our famous “Heart” logo in violation of Southwest’s intellectual property rights, this letter demands that Kiwi.com (and any related companies or contractors) immediately cease and desist from all further unauthorized use of the Southwest Registrations

In addition, by posting Southwest fare and price information, Kiwi.com has also violated the Southwest Terms. Because Southwest has not granted Kiwi.com with access or permission to publish its flight or fare data, there are numerous violations of the Southwest Terms that include: (1) using the Southwest Website for or in connection with offering any third-party product or service; and/or (2) using automated tools or robots to obtain fare or pricing information from the Southwest Website.

Southwest has successfully forced other companies, whether foreign or domestic, to cease similar unlawful conduct with respect to unauthorized use of the Southwest Registrations and/or the Southwest Website. *See, e.g., Southwest Airlines Co. v. Farechase, Inc.*, 318 F.Supp.2d 435 (N.D. Tex. 2004).

Southwest repeats its prior demand that Kiwi.com immediately cease and desist from (1) extracting Southwest’s flight and fare information from the Southwest Website and its proprietary servers or websites; (2) publishing Southwest fare information on the Kiwi.com website, through its mobile applications or elsewhere; and (3) use of Southwest Registrations, including our famous “Heart” logo, in violation of U.S. copyright law.

Within seven (7) days of receipt of this e-mail, please confirm by written correspondence that you will immediately cease and desist, and will otherwise fully comply with the demands made herein. Please let me know if you have any questions and kindly direct any future communications regarding this matter to my attention.

James Sheppard
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 Dallas, Texas 75235-1611
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Southwest